

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

400 P STREET, 4TH FLOOR
P.O. BOX 806
SACRAMENTO, CA 95812-0806



SDMS #48650

(916) 323-8150

June 16, 1995

Richard L. Sugarek
U.S. Environmental Protection Agency
Region 9 H-6-2
75 Hawthorne Street
San Francisco, California 94132

Dear Mr. Sugarek:

Contract No. 94-T0775

The enclosed contract has been approved by the State and
should be retained as your record of this agreement.

For program matters and for submission of invoices, please
contact:

Don Mandel
Department of Toxic Substances Control
Region 1, Site Mitigation
10151 Croydon Way, Suite 3
Sacramento, California 95827-2106
Telephone (916) 255-3667

Sincerely,

Corine Creel
Contract Analyst
Procurements and Business Services

Enclosure



CONTRACTOR'S COPY

FULLY EXECUTED

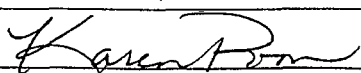
CONTRACT NUMBER 94-T0775	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER N/A	

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SFUND RECORDS CTR
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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

STATE SUPERFUND CONTRACT
HIGH DENSITY SLUDGE TREATMENT PLANT
AT THE
IRON MOUNTAIN MINE
BETWEEN
THE STATE OF CALIFORNIA
AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 500,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Support		FUND TITLE HSCF		Department of General Services Use Only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ -0-	(OPTIONAL USE)				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 500,000.00	ITEM 3960-519-710(a)	CHAPTER 1439	STATUTE 1985	FISCAL YEAR 44	
OBJECT OF EXPENDITURE (CODE AND TITLE) 5100-40302-11065-10007700					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER 		T.B.A. NO.	B.R. NO.		
		DATE 5/31/95			

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐

IRON MOUNTAIN MINE
HIGH DENSITY SLUDGE TREATMENT PLANT
STATE SUPERFUND CONTRACT

1. GENERAL AUTHORITY

This State Superfund Contract ("Contract") is entered into pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq., as amended, the National Oil and Hazardous Substances Pollution Contingency Plan, 55 Fed. Reg. 8666 et seq., 40 CFR Part 300, March 8, 1990, (hereinafter referred to as the "NCP"), and other applicable Federal regulations, including 40 CFR Part 35, Subpart O, and 40 CFR Part 31 and California Health and Safety Code §§25300 et seq.

2. PURPOSE

Pursuant to §104(c) of CERCLA, the United States Environmental Protection Agency ("EPA") and the Department of Toxic Substance Control ("DTSC"), on behalf of the State of California (the "State"), do hereby enter into this Contract to document the responsibilities of EPA, as lead agency, and the State, as support agency, during the remedial action to construct the High Density Sludge (HDS) treatment plant components for the acid mine drainage treatment plant at the Iron Mountain Mine (IMM) Superfund site, CAD 980498612, (the "Site"), including the basic purpose, scope, and administration of this Contract. The Governor of California has designated DTSC to represent the State with respect to EPA-lead response actions, including the HDS treatment plant remedial action at the Site pursuant to 40 CFR 300.180. The parties acknowledge and agree that this Contract is intended to obtain the required CERCLA assurances pursuant to §§104(c)(3), 104(c)(9), and 104(j) of CERCLA, as amended, and to document State involvement in the remedial action cleanup process, pursuant to §121(f) of CERCLA, as amended, and §300.515(g) of the NCP to the extent applicable. This Contract covers the construction of the HDS components for the IMM treatment plant and necessary related facilities (ex: equalization tankage). Attached hereto as Appendix A is a site-specific Statement of Work ("SOW") that indicates the tasks to be performed for this remedial action and includes estimated costs.

3. SITE DESCRIPTION

The site is known as Iron Mountain Mine and is located in Shasta County, CA near the City of Redding. The Site is described in EPA's 1992 Record of Decision (ROD) and EPA's 1993 ROD which select the HDS treatment process for treatment of specific acid mine drainage (AMD) discharges from the Site. EPA's 1992 ROD for the Boulder Creek Operable Unit (OU), which selects the HDS treatment technology for treatment of the Richmond and Lawson AMD discharges, is attached hereto as Appendix B. EPA's 1993 ROD for the Old/No. 8 Mine Seep OU, which selects the HDS treatment technology for treatment of the Old/No. 8 Mine Seep AMD discharges is attached hereto as Appendix C.

4. DURATION OF THIS CONTRACT

This Contract shall become effective upon execution by EPA and the State, and approval by the California Department of General Services, and shall remain in effect until the parties determine that the activities described in the SOW are complete or that the final reconciliation of remedial action costs for the IMM HDS treatment plant remedial action has been satisfied, whichever is longer, but not longer than June 30, 1997; notwithstanding the foregoing, the CERCLA operation and maintenance assurance shall remain in effect for the expected life of such actions. EPA and the State may extend the duration of this Contract by amendment pursuant to Paragraph 31 below if additional time is needed to complete the remedial action, close out the remedial action or reconcile costs.

If within 365 calendar days from the date of this contract EPA has not awarded a construction contract for the work described in the SOW, the State may terminate this contract by providing written notice of termination to EPA not more than 90 days following the one year anniversary date of the contract.

5. DESIGNATION OF PRIMARY CONTACTS AND THEIR RESPONSIBILITIES

A. EPA Remedial Project Manager

EPA's designated remedial project manager ("RPM") for this Contract is:

Mr. Richard L. Sugarek
EPA, Region 9 H-6-2
75 Hawthorne St.
San Francisco, CA 94132
(415) 744-2226

EPA may change its designated RPM by letter to the State signatories without amending this Contract. Such notice shall be deemed to incorporate such change into this Contract.

B. The State's designated State Project Manager ("SPM") for this Contract is:

Mr. Don Mandel
Department of Toxic Substances Control
10151 Croydon Way
Sacramento, CA 95827
(916) 255-3667

The State may change its designated SPM by letter to the EPA signatories without amending this Contract. Such notice shall be deemed to incorporate such change into this Contract.

C. The RPM, in consultation with the SPM, may make changes to the work outlined in the SOW that do not substantially alter the scope of the HDS remedial action at the Site or increase the total cost of the HDS remedial action without affecting the validity of this Contract. The RPM shall obtain approval from the SPM for any change order submitted to EPA for the site, where the change order would increase the cost of the project by more than \$100,000. The RPM may assume that the SPM has approved a change order if the SPM does not respond to a request for approval within 14 calendar days from receipt of notification by the RPM. Subject to Section 16.B of this Contract, any change to the work that substantially alters the scope of the remedial action or increases the total cost of the remedial action, shall require an amendment to this Contract.

6. NEGATION OF AGENCY RELATIONSHIP

Nothing contained in this Contract shall be construed to create an express or implied agency relationship between EPA and the State. EPA and its employees, agents, and contractors are not authorized to represent or act on behalf of the State in any matter relating to the subject matter of this Contract. The State and its employees, agents, and contractors are not authorized to represent or act on behalf of EPA in any matter relating to this Contract.

7. SITE ACCESS

A. Site Access

EPA shall use its own authority to secure access to the Site and adjacent properties necessary for EPA or its contractors to conduct the remedial action undertaken pursuant to EPA's 1992 and 1993 RODs, including leases, rights-of-way and easements. The State may secure access under its own authority, and may request

assistance from EPA as necessary. At EPA's request, the State shall obtain, or assist EPA in obtaining, any permits necessary to conduct the activities described in the 1992 and 1993 RODs.

B. State Site Visits

Insofar as EPA has access to the Site, representatives of the State shall have access to the Site to the same extent as EPA for the purpose of reviewing work in progress, subject to the State's compliance with the Site's safety plan. To the extent feasible, representatives of the State shall coordinate with the RPM prior to visiting the Site.

C. EPA Liability Waiver

EPA shall not be responsible for any harm to any State representative or other person arising out of, or resulting from, any act or omission by the State in the course of an on-site visit.

D. State Liability Waiver

The State shall not be responsible for any harm to any EPA representative or other person arising out of, or resulting from, any act or omission by EPA in the course of an on-site visit.

8. THIRD PARTIES

A. Exclusion of Third Party Benefits

This Contract benefits the State and EPA only and extends no benefit or right to any third party not a signatory hereto.

B. Liability

EPA assumes no liability to third parties with respect to losses due to bodily injury or property damage that exceed the limitations set forth in 28 U.S.C. §§ 1346(b), 2671-2680. To the extent permitted by State law, the State assumes no liability to any third parties with respect to losses due to bodily injury or property damage.

9. PROJECT SCHEDULE

The anticipated date for awarding the contract for work for the HDS treatment facilities at the Site is May 30, 1995. EPA agrees to notify the State of any change in such anticipated award date. EPA shall furnish to the State a copy of the project schedule prepared by the contractor upon receipt thereof. Any change in the project schedule shall not affect the validity of this Contract.

10. STATE REVIEW

A. State Funding; MSCA Funds

The State, at its own cost and expense, shall furnish the necessary personnel, materials, services, and facilities to perform its responsibilities under the terms of this Contract. In the event that the State is awarded separate funding for this Site under an EPA Management Assistance Multi-Site Cooperative Agreement ("MSCA"), the State may use such monies to furnish the necessary personnel, materials, services, and facilities to perform its responsibilities under the terms of this Contract; provided, however, that MSCA funded in-kind services may not be used to satisfy the State's cost share for the Site.

B. Submission of Comments

EPA, in consultation with the State, shall specify a binding time frame for the State to review and submit comments on matters relating to the implementation of the remedial action, subject to the time frames set forth in 40 CFR 300.515(h)(3). The RPM shall furnish, or arrange to have furnished, to the SPM in a reasonably timely manner the deliverables specified in Appendix D, and such other deliverables as the RPM, in consultation with the SPM, may determine to be appropriate for review and/or comment by the State. Failure by the State to review or submit comments on matters relating to the implementation of the response action within the time frames specified by the EPA shall be deemed an election not to review and submit comments thereon. Failure to timely review and comment shall not delay the project schedule. The RPM shall maintain communications with the SPM regarding receipt of comments and responses thereto.

11. RECORDS ACCESS

A. Site Information

At EPA's request, and to the extent allowed by State law, the State shall make available to EPA any information in its possession concerning the Site except privileged or confidential information which is not protected from disclosure under federal law. At the State's request and to the extent allowed by Federal law, EPA shall make available to the State any information in its possession concerning the Site except privileged or confidential information which is not protected from disclosure under state law. EPA and the State shall agree upon a schedule for the reasonable, prompt submission of information concerning the Site.

B. Financial Records

EPA shall arrange to have furnished directly to the State a copy of the monthly progress report supplied by the contract manager

summarizing the activities performed in the previous month and a copy of the payment estimate for the corresponding period. EPA shall furnish to the State financial documentation which is sufficient to allow the State to verify all costs expended by EPA for the remedial action covered under this contract.

C. Confidentiality

EPA shall not disclose information submitted by the State under a claim of confidentiality unless EPA is required to do so by Federal law and has given the State advance notice of its intent to release that information. Absent notice of such claim, EPA may make said information available to the public without further notice. The State shall not disclose information submitted by EPA under a claim of confidentiality unless the State is required to do so by State law and has given EPA advance notice of its intent to release that information. Absent notice of such claim, the State may make said information available to the public without further notice.

12. RECORDS RETENTION

EPA and the State shall maintain all of their respective financial and programmatic records, supporting documents, statistical records, and other records related to the Site for a minimum of ten years following the submission of the final reconciliation of remedial action costs. If any litigation, claim, negotiation, audit, cost recovery, or other action involving the records has been started before the expiration of the ten-year period, EPA and the State shall retain such records until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later. Microform copying must be performed in accordance with the technical regulations and records management procedures contained in 36 CFR Part 1230 and EPA Order 2160, respectively.

13. CERCLA REQUIREMENTS

EPA and the State intend to follow all applicable program requirements, including CERCLA, the NCP, and EPA policy and guidance with respect to the remedial action for the Site.

14. OTHER SITE AGREEMENTS

All site-specific agreements concerning the Site, including, but not limited to, state cooperative agreements, state superfund contracts, consent agreements, and administrative orders, are as follows:

<u>Type of Agreement</u>	<u>Signatories</u>	<u>Date</u>
State Superfund Contract	Jeff Zelikson, EPA	5/26/88
	C. David Willis, DHS	6/10/88
	Marvin H. Philo, DHS	6/10/88
State Superfund Contract Amendment	Jeff Zelikson, EPA	4/6/89
	C. David Willis, DHS	4/17/89
	Marvin H. Philo, DHS	5/17/89

15. CERCLA ASSURANCE: COST SHARE

Sections 104(c)(3) and 104(d)(1) of CERCLA, as amended, require that EPA determine whether the Site was publicly or privately operated at the time of the release, in order to determine the State's cost share. As the Site was privately operated, the State's cost share is ten percent (10%) of the remedial action costs.

16. COST-SHARE CONDITIONS

A. Cost Estimate

The estimated cost of the IMM HDS treatment plant remedial action (excluding EPA's indirect and intramural costs) is \$ 5,000,000. This estimate is derived from the design specifications and includes contingencies for change orders and construction management services. Based on the foregoing, the State's cost share presently is estimated to be \$ 500,000.

B. Payment Terms

i. On or before February 28 of each year of this Contract, EPA shall submit to the State an invoice with supporting financial documentation for the State's ten percent (10%) cost share for such portion of the work identified in the SOW as was completed during the applicable billing period. The State agrees to pay the amount requested by such invoice by April 30 of that year or within sixty (60) days following actual receipt thereof, if the State receives the invoice later than February 28, where the costs itemized on the invoice constitute legitimate and appropriate expenditures for the remedial action covered by this contract. The State assures payment of its cost share obligation for actual remedial action costs for the HDS remedial action at the Site pursuant to the Boulder Creek OU and the Old/No. 8 Mine Seep OU, which shall be settled at reconciliation pursuant to Paragraph 32 below, and which shall not exceed \$ 500,000. The State acknowledges that such assurance may require the State to seek additional appropriations to cover the work outlined in the SOW; provided, however, that the State's cost share obligation may only be increased above the estimated cost set forth in Paragraph 16(a) by an amendment to this Contract. The State

shall use its best efforts to obtain authorization of funds necessary to meet its assurance to pay its cost share obligation for actual costs of the remedial action at the Site in accordance with State law; notwithstanding the foregoing, nothing contained herein shall be interpreted as a commitment to appropriate, obligate or pay funds in contravention of State law.

ii. Costs incurred by the State to off-set cost-share requirements shall be verified and documented pursuant to the MSCA identified in Paragraph 14 of this Contract. Except as otherwise provided in the MSCA, no in-kind services shall apply to the State's cost-share. Payment terms may be adjusted only by amendment to this Contract, pursuant to paragraph 31 below. An in-kind match may not be applied to the State's cost-share.

iii. All State payments shall be made payable to EPA and sent to the Regional Financial Management Office specified below:

United States Environmental Protection Agency
Superfund
P.O. Box 360863M
Pittsburgh, PA 15251
Attn. Collection Officer for Superfund

C. State Credit

i. CERCLA credit may be applied to offset the State's cost-share requirements in this Contract. Credits are limited to site-specific expenses that EPA determines to be reasonable, documented, direct, extra-mural, out-of-pocket expenditures of non-Federal funds that have not been previously applied or reimbursed. The State does not declare credit for costs incurred at the Site.

17. EMERGENCY RESPONSE ACTIVITIES

Nothing in this Contract shall be construed to restrict, impair or otherwise affect the authority of EPA or the State to carry out emergency response activities, including removals.

Notwithstanding the foregoing, any emergency response activities at the Site shall not increase the State's financial obligations under this Contract.

18. CERCLA ASSURANCE: 20-YEAR WASTE CAPACITY ASSURANCE

The State has submitted its Waste Capacity Assurance Plan to EPA. EPA has deemed this Waste Capacity Assurance Plan adequate pursuant to 40 CFR 35.6120. Pursuant to CERCLA §104(c)(9), the State hereby assures the availability of hazardous waste treatment or disposal facilities for 20 years following the execution of this Contract.

19. CERCLA ASSURANCE: OFF-SITE STORAGE, TREATMENT, OR DISPOSAL

Pursuant to 104(c)(3)(B) and 121(d)(3) of CERCLA, as amended, EPA and the State have determined that off-site treatment, storage, or disposal of hazardous substances is not required for this remedial action.

20. NOTIFICATION OF TRANSFERS OF HAZARDOUS WASTE

EPA or the State must provide written notification prior to the off-site shipment of hazardous waste from the Site to an out-of-State waste management facility, to: (i) The appropriate State environmental official for the State in which the waste management facility is located; and/or (ii) the appropriate Indian Tribal official who has jurisdictional authority in the area where the waste management facility is located.

21. CERCLA ASSURANCE: REAL PROPERTY ACQUISITION

The implementation of the 1992 and 1993 RODs do not require the acquisition of an interest in real property.

22. REMEDY SHAKEDOWN

A. Operational and Functional

The State has not elected to take the lead upon completion of construction pursuant to a state cooperative agreement. Pursuant to 40 CFR 300.435(f), EPA shall conduct activities necessary to ensure that the remedy is operational and functional for a period up to one year after construction is complete, or until EPA and the State determine that the remedy is functioning properly and performing as designed, whichever is earlier. EPA and the State may extend the one-year time period by amending this Contract pursuant to paragraph 32 below. The State shall be responsible for its ten (10) percent cost-share during such time.

B. Groundwater and/or Surface Water

i. Pursuant to Section 104(c)(6) of CERCLA, as amended, and 40 CFR 300.435(f) of the NCP, EPA is authorized to cost share in the restoration of surface water for a period of up to ten years after the surface water remedy becomes operational and functional or until the remedy achieves the level of protectiveness defined in the ROD, whichever is earlier. For purposes of this Contract, and pursuant to 40 CFR 300.435(f), a surface water remedy shall be deemed operational and functional one year after construction is complete, or when EPA and the State determine that the remedy is functioning properly and performing as designed, whichever is earlier. EPA and the State may extend the one-year time period by amending this Contract pursuant to paragraph 31 below.

ii. Since the State has elected not to take the lead for surface water restoration, EPA shall conduct such restoration. The State assures payment of its cost share obligation for the actual cost of the surface water restoration, subject to Section 16(b)(i) of this Contract. The ten-year time period shall adhere to the statutory provisions set forth in 40 CFR 300.435(f)(3) and 40 CFR 300.435(f)(4) of the NCP.

23. CERCLA ASSURANCE: OPERATION AND MAINTENANCE

The State hereby assures that the operation and maintenance (O&M) of the implemented HDS remedial action at the Site provided under this Contract will remain in effect for the expected life of such remedial action pursuant to Section 104(c)(3)(A) of CERCLA, as amended. In addition, the State assures that institutional controls will be monitored and retained as part of the State's O&M obligations. The State shall use best efforts to secure and maintain authorization of funds necessary to undertake its O&M obligations hereunder; notwithstanding the foregoing, nothing contained herein shall be interpreted as a commitment to appropriate, obligate or pay funds in contravention of State law.

24. JOINT INSPECTION OF THE REMEDY

A. Prefinal Inspection

i. The RPM, in consultation with the SPM, shall conduct a prefinal inspection upon completion of the construction work to determine whether there are outstanding items which remain to be completed or corrected. The RPM shall provide such notice to the SPM as shall reasonably afford the SPM an opportunity to accompany the RPM on such inspection. The RPM shall prepare a prefinal inspection report summarizing any such outstanding items and shall furnish a copy of such report to the SPM.

B. Final Inspection

The RPM, in consultation with the SPM, shall conduct a final inspection upon completion of any outstanding construction items for the HDS remedial action at the Site. The RPM shall provide such notice to the SPM as shall reasonably afford the SPM an opportunity to accompany the RPM on such inspection. The final inspection will consist of a walk-through inspection of the project site, and will focus on the outstanding construction items identified in the prefinal inspection. If the RPM determines that any items remain outstanding or uncorrected, the inspection shall be considered a prefinal inspection and the RPM shall prepare another prefinal inspection report.

C. Remedial Action Report

Upon satisfactory completion of the final inspection, EPA will provide to the State a copy of the remedial action report for the HDS remedial action for the Site.

D. Acceptance of the Work

EPA, in consultation with the State, shall determine that the activities described in the SOW have been completed. The EPA Regional Administrator shall provide written notice to the State that EPA has accepted the completed project from the construction contractor.

E. Acceptance of the Remedy

EPA and the State shall review the remedial action report. The RPM shall coordinate with the SPM to obtain the State's concurrence that the HDS remedial action is complete and performing adequately. Enforcement actions and other necessary activities may proceed independent of completion of construction and reconciliation of costs; NPL deletion may proceed independent of reconciliation of costs.

25. NPL DELETION

EPA shall consult and provide the State with the criteria used to determine the effectiveness of the remedy as well as the rationale for determining completion of the remedy, and for delisting the Site from the National Priorities List (NPL).

26. RESPONSIBLE PARTY ACTIVITIES

If at any time during the period of this Contract a responsible party comes forward to perform any work covered by this Contract, EPA and the State shall amend or terminate this Contract.

27. ENFORCEMENT

Nothing contained in this Contract shall waive, or be deemed to waive, EPA's right to bring an action against any person or persons for liability under §§ 106 or 107 of CERCLA, or any other statutory provision or common law. Nothing contained in this Contract shall waive, or be deemed to waive, the State's right to bring an action against any person or persons for liability under the California Health and Safety Code, or any other statutory provision or common law.

28. LITIGATION AND COST RECOVERY

EPA and the State may be entitled to assert claims against a third party (herein referred to as a "potentially responsible

party" or "PRP") for reimbursement of any services, materials, monies or other items of value expended by EPA or the State for Fund-financed response activities.

29. ISSUE RESOLUTION

Any disagreements arising under this Contract shall be resolved to the extent possible by the RPM and the SPM. The RPM and the SPM, in consultation with their respective supervisors, shall use their best efforts to resolve disagreements informally.

30. SANCTIONS FOR FAILURE TO COMPLY

If either party fails to comply with the terms of this Contract, and if the parties have been unable to resolve the matter informally among themselves, then either party may proceed as set forth in 40 C.F.R. Section 35.6805(o) (1990), which is incorporated herein by reference as if fully stated herein.

31. AMENDMENT

EPA and the State may amend this Contract, in writing, for reasons which include, but are not limited to, cost revisions or modifications of the remedial action. The parties acknowledge that the State and other parties have instituted a legal challenge to the NCP in State of Ohio v. EPA, (D.C. Cir., No. 86-1096 and consolidated cases), which raises, inter alia, issues which may affect rights and obligations of the parties under this Contract. In the event that a final decision in such litigation alters the rights and obligations of the parties to this Contract, either party may seek to amend the Contract pursuant to Paragraph 31 hereof to reflect such final decision. For the purposes of this Section, a final decision shall mean a binding decision of the trial court that is not appealed or a final binding decision of the highest court which hears any appeal of such decision.

32. RECONCILIATION PROVISION

Subject to Paragraph 4 hereof, this Contract shall remain in effect until the financial settlement of project costs and final reconciliation of response costs (including change orders, claims, overpayments, reimbursements, etc) have been completed. Pursuant to 40 CFR 35.6805(k), EPA and the State have satisfied their cost-share requirements specified in paragraph 15 above. EPA will not use overpayments by the State to satisfy obligations at another site. In the event that the payment terms above do not cover the cost of the remedial action, EPA will bill the State for the State cost share. Final reconciliation of remedial action costs by EPA shall follow acceptance of the remedy by both EPA and the State and is not contingent upon deletion of the Site from the NPL. At the time of such reconciliation, the State may

request the EPA furnish to the State documents supporting costs incurred by EPA. Contractual resolutions and final audit determinations that impact the Fund financed remedial action may require an amendment to this Contract pursuant to Paragraph 31.

33. CONCLUSION OF THE CONTRACT

Subject to Paragraph 4 hereof, this Contract shall conclude when all of the following requirements have been met: (i) response activities for the HDS remedial action at the Site have been satisfactorily completed and payments have been made as specified under paragraphs 15 and 16 which address cost share; (ii) the Financial Management Officer has a final accounting of all project costs, including change orders and contractor claims, pursuant to paragraph 32 above; and (iii) the State has submitted all of its cost share payments to EPA, has undertaken responsibility for O&M, and if applicable, has accepted all interest in real property pursuant to 40 CFR 35.6805(i)(4).

34. SEVERABILITY

If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Contract and such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

35. DRUG FREE WORKPLACE


EPA acknowledges that it is subject to the Drug Free Workplace Act of 1988, as implemented by 40 C.F.R. §§ 23.500-23.506.

36. AUTHORITY

Each undersigned representative of the parties certifies that he or she is fully authorized to enter into the terms and conditions of this Contract and to legally bind such party to this Contract.

In witness whereof, the parties hereto have executed this Contract in eleven (11) copies, each of which shall be deemed an original.


UNITED STATES ENVIRONMENTAL PROTECTION AGENCY



Jeff Zelikson, Director
Hazardous Waste Management Division
U.S. Environmental Protection Agency, Region IX

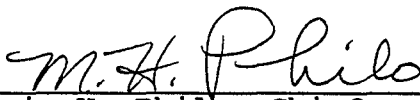
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STATE OF CALIFORNIA



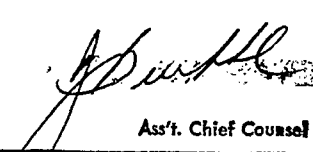
Jesse R. Huff, Director
Department of Toxic Substances Control
California Environmental Protection Agency

5.25.95



Marvin H. Philo, Chief
Office of Business Services
Department of Toxic Substances Control
California Environmental Protection Agency

Department of General
Services Use Only

FORM	POLICY	BUDGET
Department of General Services		
APPROVED		
JUN 12 1995		
BY		
	Asst. Chief Counsel	

APPENDIX A

STATEMENT OF WORK

IRON MOUNTAIN MINE

HDS TREATMENT PLANT

Description:

Construction and construction management for the interim remedial action to construct the High Density Sludge (HDS) components of the treatment plant at Iron Mountain Mine (IMM) near Redding, California. The interim remedial action will be constructed in accordance with the designs and specifications provided as Appendix E to this contract.

These designs and specifications may be modified to provide for bid options to accommodate treatment of additional dilute flows. EPA is currently considering the potential selection of this additional treatment, and may finalize a Record of Decision in the near-term such that the modifications can be performed as part of this effort. The modified documents will be provided, as soon as they become available. Any modifications to the appended designs and specifications are for efficacy of bidding the work and would not increase the State cost share obligation of this contract, unless amended in accordance with this contract.

The total budget amount estimated for construction management is listed below. EPA will provide the DTSC SMP a copy of the work plan for construction management as soon as it has been approved by EPA.

TASK	LEVEL OF EFFORT (Hours)	ESTIMATED COST
Construction Management	4,000	\$660,000
Construction of the HDS Treatment Plant Components:		\$4,991,000
Plant Modifications		\$4,121,000
Overflow Tunnel		\$380,000
AMD Storage Tank		\$490,000
	Total	\$5,651,000

(Based upon the winning bid, a decision will be made whether the overflow tunnel and/or the AMD storage tank can be constructed under the \$5,000,000 ceiling of this contract.)